

Senator Todd D. Weiler proposes the following substitute bill:

SCHOOL TECHNOLOGY AMENDMENTS

2021 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Travis M. Seegmiller

Senate Sponsor: Todd D. Weiler

LONG TITLE

General Description:

This bill requires digital resources, provided by UETN to Utah's public schools, to block obscene or pornographic material.

Highlighted Provisions:

This bill:

- ▶ defines terms;
- ▶ requires a digital resource provider to ensure that the digital resource provider's products used in public schools block "obscene or pornographic material";
- ▶ provides that a digital resource provider's failure to comply with this bill after receiving notice is a breach of contract;
- ▶ requires UETN to enter into contracts with digital resource providers that comply with the provisions of this bill; and
- ▶ imposes a reporting requirement.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:



26 AMENDS:

27 **53B-17-101.5**, as enacted by Laws of Utah 2014, Chapter 63

28 ENACTS:

29 **53B-17-109**, Utah Code Annotated 1953



31 *Be it enacted by the Legislature of the state of Utah:*

32 Section 1. Section **53B-17-101.5** is amended to read:

33 **53B-17-101.5. Definitions.**

34 As used in this part:

35 (1) "Board" means the Utah Education and Telehealth Network Board.

36 (2) "Education Advisory Council" means the Utah Education Network Advisory
37 Council created in Section **53B-17-107**.

38 (3) "Digital resource" means a digital or online library resource, including a database.

39 (4) "Digital resource provider" means an entity that offers a digital resource to
40 customers for license or sale.

41 (5) "Obscene or pornographic material" means material that:

42 (a) an average person, applying contemporary community standards, finds that, taken
43 as a whole, appeals to prurient interest in sex;

44 (b) is patently offensive in the description or depiction of nudity, sexual conduct,
45 sexual excitement, sadomasochistic abuse, or excretion; and

46 (c) taken as a whole does not have serious literary, artistic, political, or scientific value.

47 ~~[(3)]~~ (6) "Telehealth" means the electronic transfer, exchange, or management of
48 related data for diagnosis, treatment, and consultation, and educational, public health, or other
49 related purposes.

50 ~~[(4)]~~ (7) "Telehealth Advisory Council" means the Utah Telehealth Advisory Council
51 created in Section **53B-17-106**.

52 ~~[(5)]~~ (8) "Utah Education and Telehealth Network," or "UETN," means a consortium
53 and partnership between public and higher education, the Utah Department of Health, and
54 health care providers, that is created in Section **53B-17-105**.

55 Section 2. Section **53B-17-109** is enacted to read:

56 **53B-17-109. Digital resource standards.**

57 (1) A digital resource purchased or licensed by UETN and offered to students in public
58 schools must have safety policies and technology protection measures that:

59 (a) prohibit and prevent a public school student from sending, receiving, viewing, or
60 downloading obscene or pornographic material through the digital resource; and

61 (b) filter or block access to obscene or pornographic material accessible directly
62 through the digital resource.

63 (2) (a) Regardless of any contract provision to the contrary, if UETN discovers a digital
64 resource does not meet the requirements described in Subsection (1), UETN:

65 (i) shall notify the digital resource provider and provide any evidence reviewed by
66 UETN to determine the digital resource provider is out of compliance with Subsection (1),
67 including:

68 (A) the material UETN has identified as obscene or pornographic material;

69 (B) a URL associated with the material;

70 (C) a date stamped browser history from the user of the digital resource who accessed
71 the material; or

72 (D) a date stamped browser history of any replication of the violation;

73 (ii) within the period described in Subsection (2)(b), shall allow the digital resource
74 provider the opportunity to show the material does not violate the requirements described in
75 Subsection (1); and

76 (iii) subject to Subsection (2)(b), may withhold future payments pending the digital
77 resource provider's compliance with Subsection (1).

78 (b) Ninety days after the day on which UETN provides the notice described in
79 Subsection (2)(a)(i) a digital resource provider is in breach of contract if the digital resource
80 provider fails to:

81 (i) demonstrate the digital resource provider did not violate Subsection (1); or

82 (ii) remedy noncompliance with Subsection (1).

83 (c) Beginning June 1, 2021, a contract UETN enters into for a digital resource shall
84 contain provisions that comply with this section.

85 (3) Before November 30 of each year, UETN shall submit a report to the Education
86 Interim Committee detailing all instances of a digital resource provider's failure to comply with
87 the provisions of this section.

88 (4) UETN shall establish a procedure for receiving and managing a complaint
89 regarding a digital resource.